

Atwater Commons Condominium Association
Rules and Regulations
Revised October 2013

The Rules and Regulations listed herein are a supplement to the Condominium Bylaws and related documents of Atwater Commons Condominium Association. We hope you will recognize the following Rules & Regulations as additional tools to keep Atwater Commons Condominium Association beautiful and make the community a pleasant environment for all its residents.

These Rules and Regulations have been promulgated and approved by the Board of Directors for Atwater Commons Condominium Association in accordance with the Bylaws. These Rules and Regulations were duly adopted by the Board of Directors and supersede previous Rules and Regulations.

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ALTERATION & MODIFICATIONS

1. A Co-owner must not make any alterations or structural modifications to the exterior appearance or make structural modifications to the interior of their unit without the express written approval of the Board of Directors including, but not limited to, the following:
 - a. Exterior painting
 - b. Lights
 - c. Aerials
 - d. Awnings
 - e. Doors
 - f. Windows
 - g. Shutters
 - h. Newspaper holders
 - i. Mailboxes
 - j. Basketball hoops/backboards
 - k. Satellite dishes
 - l. Structural modifications to interior, load-bearing walls.
2. If a Co-owner causes any damage to any General or Limited Common Elements or to any other Unit as a result of making any alterations or modifications (including storm doors and satellite dishes and regardless of authorization), the Co-owner is responsible for the cost of repairing any damages caused (by the Co-owner, their agents or contractors). If necessary, the Co-owner will be separately assessed for such repair costs.
3. A Co-owner must not in any way restrict the Association's access to any plumbing, water line, water line valves, water meter, irrigation system, or any element that affects an Association responsibility in any way. If necessary for providing access to any element that the Association has the right/obligation to maintain, repair, or restore, the Association may remove any covering, additions, or attachments of any nature that restrict such access and the associated costs of removal or repair will be the responsibility of the Co-owner. The Association will have no responsibility or liability for repairing, replacing, or reinstalling the materials that caused such restriction.
4. Modifications regarding storm doors, antennae & satellite dishes must be approved by the Board of Directors in writing and must be installed as specified in the sections that follow.

ANIMALS & PETS

1. The maximum number of pets that a Co-owner may maintain at a unit is limited to one of the following:
 - a. One (1) domesticated dog, OR
 - b. Two (2) domesticated cats, OR
 - c. One (1) domesticated dog under thirty-five (35) pounds and one (1) domesticated cat.
2. All such pets must be registered with the Association (this doesn't include small domesticated animals that are consistently caged, such as small birds or fish).
3. No fish tank or any other equipment, fixture or device used in connection with permitted pets that weigh in excess of two hundred (200) pounds is permitted within a unit.
4. No savage, dangerous or exotic animal shall be kept and no animal is to be kept or bred for any commercial purpose.

5. Any animal must have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No dog that barks and can be heard on a frequent or continuing basis is to be kept in any Unit or on the Common Elements.
6. No animal (including cats) is permitted to run loose at any time upon the Common Elements, Limited or General (including balconies) and any animal must at all times be leashed and attended in person by some responsible person on the Common Elements, Limited or General.
7. Each Co-owner is responsible for immediate collection and proper disposal of all fecal matter deposited by any pet maintained by a Co-owner or any pet visiting that Co-owner's unit.
8. Pet owners are PROHIBITED from allowing pets to urinate on any sodded grass, plantings, or planting areas on the grounds of the condominium development. Pets must be on a leash, and all feces must still be picked up immediately. (NOTE: Repeated exposure to pet urine has resulted in the destruction of portions of sod and many bushes on the condominium property. It is unfair for non-pet owners to have to pay for this damage)
9. The Association may, after notice of hearing, remove, or cause to be removed any animal from the Condominium which it determines to be in violation of the rules and regulations or the by-laws of the Association.
10. No Co-owner or his/her guest shall cause the suffering, molestation or death of any wild fowl or other wild animal.

ANTENNA & SATELLITE DISHES

1. Co-owner must arrange a meeting with the Property Manager or a member of the Board of Directors for approval of the location and method of installation.
2. Installation must be in conformance with the rules and regulations of the Homeowner Satellite Policy as well as applicable Township and Village regulation and/or ordinances.

DRAPERIES, CURTAINS, & BLINDS

1. All window treatments must have white or off-white liners so as to maintain uniform appearance when viewed from the exterior of building.
2. Co-owners may not install, either on the interior or exterior of windows, any bars or other similar visible security devices.

GARBAGE & REFUSE

1. Trash, garbage or other waste must be kept in closed, sanitary containers and must be stored inside garages so as not to be objectionable to neighbors, or invite raccoons, skunks, and other vermin into our community.
2. No outside storage for refuse or garbage is to be maintained or used.
3. Permitted trash containers may only be placed in appropriate locations on the day before scheduled pick up, and such containers must be removed and stored promptly – within 24 hours of trash collection.
4. The burning or incineration of rubbish, trash, construction materials or other waste outside of residential dwelling is strictly prohibited.
5. All soaps, cleaners, and liquid waste must be disposed of using drains within the Unit. Such liquid waste must not be dumped on the Condominium Premises, to protect the landscaping and the function of the retention pond. All street drains within the Condominium Project

drain to the retention pond. All street drains within the Condominium Project drain to the retention pond and must not be used for liquid waste of any kind.

GARAGE DOORS

1. Garage doors must be closed at all times unless entering and exiting the garage.

GRILLS USAGE

1. All open flame charcoal, wood or LPG gas grills are **prohibited** from being used or stored on all balconies within the Atwater Commons Condominium grounds.
2. Charcoal, electric and LPG gas grills **only** can be used on the ground floor but must be kept at least ten (10) feet from combustible materials including but not limited to trees, plants, brush and all sides of the building.
3. After use, grills can be allowed to cool down near garage areas, but cannot be left out overnight.

INSURANCE

1. Each unit must have its own policy to cover personal property and personal liability.
2. Co-owners must first make claims to their individual insurance policy before making a claim to the Association's insurance policy (for the few situations in which this applies).

LANDSCAPING

1. No Co-owner is permitted to remove any landscaping within the Common Elements, or perform any landscaping, or plant trees, shrubs, or flowers upon the Common Elements without prior written approval of the Board of Directors.

LEASING & RENTAL OF UNITS

1. No person, including the Developer, may own more than five (5) Units for the purpose of leasing without first obtaining the written approval of the Board of Directors and the Association.
2. A Co-owner must provide a written notice of intent to lease, and a copy of the lease, to the Board of Directors at least ten (10) days prior to presenting a lease form to a potential lessee. If a lease is not provided, the fine schedule will apply.
3. The Association is entitled to request that changes be made to any lease terms that are necessary.
4. A copy of the signed lease must be submitted to the Association for its records.
5. No tenant shall be permitted to occupy a unit except under a lease having an initial term of at least twelve (12) months, unless specifically approved in writing by the Board of Directors.
6. The terms of all leases, occupancy agreements and occupancy arrangements must incorporate all of the provisions of the Condominium Documents.
7. Tenants or non-owner occupants must comply with all the provisions of the Condominium Documents and all leases and rental agreements must incorporate this requirement.
8. The form of lease used by a Co-owner must also explicitly contain the following provisions:
 - a. When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the tenant occupying a Co-owners unit under a lease agreement and the tenant, after receiving the notice, must deduct from

the rental payments due to the Co-owner, the amount of the arrearage and all future assessments as they fall due and must pay such amounts directly to the Association.

- b. Tenant acknowledges receipt of copy of the condominium rules, regulations, and bylaws.
- c. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.

MOTORIZED VEHICLES, PARKING, & STORAGE

1. No motorized off-road bikes, off-road motorcycles, snowmobiles or other motorized recreational vehicles may be operated in or on any Common Element.
2. No trailer, mobile home, bus, boat trailer, boat, camping vehicle, off-road motorcycle, recreational vehicle, commercial or inoperative vehicle of any description may be parked, stored or maintained on the Condominium Premises at any time.
3. A motor home or camping vehicle may be parked temporarily in a visitor parking space for a period not to exceed two (2) days for the purpose of loading and unloading such a vehicle prior to and following its use.
4. Co-owners and visitors must not park their car so as to block the flow of traffic within the community or to block access to crosswalks and sidewalks. They also must not park in violation of posted "no parking" signs.
5. Any non-operational vehicles, including those with expired license plates or flat tires, may only be stored in garages, and must not be parked or stored within the Condominium Premises.
6. No vehicle maintenance is to be performed on the condominium premises.
7. All parking in front of the Atwater Commons buildings is designated as "Visitor Parking." As such, parking in front of all buildings by Co-owners or tenants is prohibited. Each unit at Atwater Commons has two designated parking areas, one within the garage and the other directly behind that unit's garage.
8. While Co-owner and/or tenant parking in front of the buildings is prohibited, the Atwater Commons Board of Directors is aware that parking in the front of the building is a matter of owner/tenant convenience. Without changing the general prohibition on parking in the visitor areas and understanding that we are all neighbors and need to work toward the common good, the Board of Directors hereby adopts the following policy on parking enforcement:
 - a. No more than two Co-owner/tenant vehicles per unit shall be parked anywhere on the Atwater Commons property. (Condominium Bylaws, Section 6.5).
 - b. No unit shall have more than one Co-owner/tenant vehicle parked in the visitor parking area at any time. If the Co-owner/tenant has two vehicles, one must be parked in or behind that unit's garage.
 - c. No Co-owner/tenant vehicle shall be parked in the visitor parking area for more than 48 hours in a row.

Violation Procedure - Parking

1. Any vehicle parked in any manner inconsistent with the bylaws and/or the rules and regulations governing the parking of vehicles shall constitute a violation thereof. Such violations shall be administered in accordance with standard violation procedures.
2. Any vehicle parked in the visitor parking area for more than 48 hours shall receive a sticker notifying the owner of the vehicle of the violation.

- A. If the owner of the vehicle contacts the property manager, the property manager shall:
 - (1) Note the condominium unit the vehicle belongs to.
 - (2) Send the responsible Co-owner a warning letter.
 - (3) If a second or subsequent violation, impose a fine.
- B. If the owner of the vehicle fails to notify the property manager within 48 hours, the property manager shall have the vehicle removed from the property.

NUISANCE

- 1. No obnoxious or offensive activity or loud and boisterous conduct is to be carried on in or upon any Unit or Common Element, nor is anything to be done which may be, or become, an annoyance or nuisance to the community (excluding normal construction activity).
- 2. No burning of refuse, or use of any outdoor fire-pit, is permitted on General or Limited Common Elements.
- 3. No Co-owner is to do anything to or keep anything in his Unit or on the Common Elements that will increase the rate of insurance on the Condominium without the written approval of the Association, and such Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity if approved.
- 4. Birdfeeders are not permitted to be maintained upon Common Elements as it encourages birds to take residence in the community, which contributes to bird nesting in vents, and increased bird feces on siding, balconies, porches and steps/railings.

OPEN SPACE AREAS

- 1. Generally accepted codes of conduct are expected of Co-owners and their guests while using the Open Space Areas.
- 2. Such areas are for the use of all Co-owners for passive recreation only. Ball playing or other activities which require the use equipment or fixtures is expressly prohibited.
- 3. No Co-owner or his/her guest shall permit the damage, destruction or vandalism of property or natural areas.

PORCHES, DECKS/BALCONIES, & PATIOS

- 1. No unsightly condition is to be maintained upon any porch, balcony or patio (including laundry and laundry drying equipment).
- 2. Patios, balconies, decks and porches must not be used for storage purposes.
- 3. Patios, balconies, decks and porches may only contain customary chairs and tables.
 - a. Only outdoor furniture consistent with ordinary porch, balcony or patio use is permitted.
 - b. Such areas may only contain as many items/fixtures as can be reasonably used at one time.
 - c. Furniture and equipment may only remain on patios, porches, and balconies during seasons when such areas are reasonably in use.
 - d. No furniture or equipment of any kind is to be stored on porches, balconies, or patios during seasons when such areas are not reasonably in use.
 - e. Grills (of any kind) are not permitted on balconies and porches.

RESIDENTIAL USE

1. No Unit is to contain more than two (2) occupants (this applies to both children and adults, regardless of age) for each bedroom within the Unit.
2. No home occupation, profession, or commercial activity that requires members of the public to visit a Co-owner's Unit to be conducted within any Unit or on the condominium premises.
5. Co-owners must not leave bread/food out upon the Common Elements, as it is directly contributes to problems caused by birds, and encourage raccoons, skunks and other vermin to frequent our community.
6. Littering is not permitted on the premises. This includes cigarette butts.
7. No trick bikes (freestyle), skateboards or scooters are to be used on condominium premises.
8. No commercial solicitation is permitted on the condominium premises.

SIGNS & DECORATIONS

1. No signs (including "for rent," "for sale," "open house," and real-estate signs) may be placed upon the Common Elements or any Unit without the prior written approval of the Board of Directors.
 - a. Open House signs are allowable Friday through Sunday's until 5 pm with prior Board of Directors approval.
2. Seasonal and holiday decorations are permitted as follows:
 - a. Holiday decorations may be displayed no more than two months prior to a holiday
 - b. Holiday decorations must be removed within one month after the holiday has passed.
 - c. Seasonal decorations must reasonably relate to the current season.
3. Garden/yard decorations including statues, pinwheels, stone accents, and other decorations are prohibited.

STORM DOORS

1. Co-owners are permitted to install a storm door on their unit provided it is an Ivory, Model 108, storm door manufactured by Fox Aluminum Products, Inc.
2. If the Co-owner fails to maintain a storm door for which it is responsible, the Association shall have the right to repair, replace, or remove the storm door and the cost of doing so will be assessed to the Co-owner of the unit.

WEAPONS

1. No Co-owner is to use, or permit the use by any occupant, agent, employee, invitee, guest or member of his or her family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots, fireworks or other similar weapons, projectiles or devices anywhere on or about the Condominium.

VIOLATION PROCESS

Article XVIII, Section 18.4 of the Association's Bylaws provides for monetary fines when there is a violation of the Bylaws, the Master Deed, and the Michigan Condominium Act and existing Rules and Regulations of the Association. The process for notification of violations and the fining of these violations is as follows:

1. **NOTICE** – Notice of violation must be delivered personally to the Co-owner or mailed via First Class and/or Certified Mail. The notice shall contain the provision violated, together with a factual description of the alleged offense.
2. **OPPORTUNITY TO DEFEND** – The offending Co-owner shall have an opportunity to appear before the Board or submit a written response to the Notice of Violation and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, or at a special meeting called for such purpose, but in no even shall the Co-owner be required to appear less than seven (7) days from the date of the notice.
3. **DEFAULT** – Failure to respond to the Notice of Violation shall constitute a default.
4. **HEARING AND DECISION** – Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.
5. **AMOUNTS** – After default of the Co-owner, or upon "4" above, the following fines shall be levied:
 - FIRST VIOLATION** – No fine shall be levied.
 - SECOND VIOLATION** – Twenty-Five (\$25.00) Dollar Fine.
 - THIRD VIOLATION** – Fifty (\$50.00) Dollar Fine.
 - FOURTH VIOLATION AND SUBSEQUENT VIOLATIONS** – One-hundred (\$100.00) Dollar Fine.
6. **COLLECTION** – The fines levied shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment next falling due. Failure to pay the fine will subject the Co-owners to all liabilities set forth in the Condominium Documents.

ASSOCIATION FEE COLLECTION POLICY

1. The payment of annual assessments are payable in twelve (12) equal monthly installments.
2. The payment of an assessment will be deemed in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date. Each installment in default for ten (10) or more days will be charged a late fee/fine on a monthly basis until all fee/fines, including late charges, are paid in full.
3. Any Association account that becomes delinquent in an amount equal to or greater than three (3) months Association fees shall be subject to a lien, and all applicable legal fees for the placement of a lien and the subsequent collection of the delinquency will be assessed to the corresponding Co-owner account.
4. Any account that remains delinquent and exceeds an amount equal to or greater than six (6) months Association fees shall be subject to foreclosure action, and all applicable fees shall be charged to the Co-owners account as defined in the Association Documents.
5. The Association may discontinue the furnishing of any utilities or other services upon seven (7) day's written notice. A Co-owner while in default of payment will not be entitled to vote at any meeting of the Association.
6. When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the tenant occupying a Co-owners unit under a lease agreement and the tenant, after receiving the notice, must deduct from the rental payments due to the Co-owner, the amount of the arrearage and all future assessments as they fall due and must pay such amounts directly to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.